

Ordinance No. 122739

Council Bill No. 116253

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77; establishing wage adjustments to certain job titles; and providing payment therefor.

CF No. _____

Date Introduced: <u>6-23-08</u>		
Date 1st Referred:	T Culture, Civil Rights, Health and Personnel (CCRHP)	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>7-14-08</u>	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor: <u>7-15-08</u>	Date Approved: <u>7-23-08</u>	
Date Returned to City Clerk: <u>7-23-08</u>	Date Published: <u>4</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Nick Lesch
Councilmember

Committee Action:

passed 2-0 M, JG 7/9/08 CH

7-14-08 Passed 8-0 (Excused: Clark)

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

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City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

June 17, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill authorizing the Mayor to sign a Memorandum of Understanding between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77 ("Local 77") to establish wage adjustments to certain job titles.

The Memorandum of Understanding provides for several changes to working rules for Local 77 members in Seattle City Light's System Control Center and Civil Construction Division in order to manage workload more efficiently and reduce overtime hours and associated costs. The City of Seattle and Local 77 have entered into negotiations and have come to an agreement on changes in work rules, job duties, and compensation for certain represented classifications. The costs of these wage increases are fully offset by savings realized by reduction of overtime hours and straight-time pay resulting from negotiated working rule changes.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at extension 4-7874 or Sarah Butler at extension 4-7929.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a large, stylized, looping flourish that extends across the signature area.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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ORDINANCE 122739

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77; establishing wage adjustments to certain job titles; and providing payment therefor.

WHEREAS, City Light had identified a business a need to modify work rules and job duties for certain job classifications represented by Local 77 in the Systems Control Center and Civil Construction Division, in order to manage workload more efficiently and reduce overtime hours and associated costs; and

WHEREAS, the City of Seattle and the International Brotherhood of Electrical Workers, Local 77 entered into negotiations and have come to an agreement on changes in work rules, job duties, and compensation for certain represented classifications; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Authorizing the Memorandum of Understanding between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77. As requested by the Personnel Director and recommended by the Mayor, the Mayor or his designee is hereby authorized for and on behalf of the City of Seattle to execute the Memorandum of Understanding between the City of Seattle and the Public the International Brotherhood of Electrical Workers, Local 77, substantially in the form attached hereto as Attachment 1, and identified as "Memorandum of Understanding By and between City of Seattle, Seattle City Light and International Brotherhood of Electrical Workers, Local 77."

Section 2. Establishing Wage Adjustments to Certain Job Titles per the Memorandum of Understanding between the City of Seattle and the International Brotherhood of Electrical



Workers, Local 77. As stipulated in Attachment 1, the following salary rates are established as shown, effective as of the dates shown and pay authorized back to the effective dates:

Department: City Light
Title: Power Dispatcher
New Salary Range: \$40.61 - \$42.05 - \$43.51
Old Salary Range: \$37.95 - \$39.30 - \$40.66
Effective: April 14, 2008

Department: City Light
Title: Senior Power Dispatcher
New Salary Range: \$49.19
Old Salary Range: \$44.72
Effective: April 14, 2008

Department: City Light
Title: Power Structures Mechanic
New Salary Range: \$31.32
Old Salary Range: \$30.12
Effective: April 14, 2008



1 Department: City Light

2 Title: Power Structures Mechanic Crew Chief

3 New Salary Range: \$35.91

4 Old Salary Range: \$33.88

5 Effective: April 14, 2008

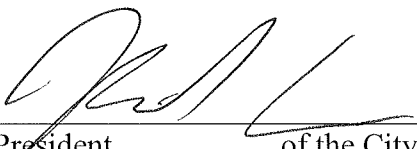
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7 Section 3. The heads of employing units and/or their designees are hereby authorized to
8 use unexpended and unencumbered salary funds accumulating in their budgets to pay the
9 compensation authorized in the attached Memorandum of Understanding.

10 Section 4. Any act consistent with the authority and prior to the effective date of this
11 ordinance is hereby ratified and confirmed.
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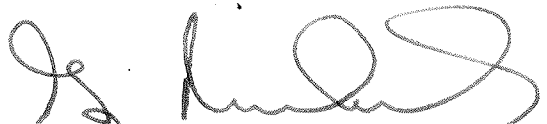
Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 14th day of July, 2008, and signed by me in open session in authentication of its passage this 14th day of July, 2008.



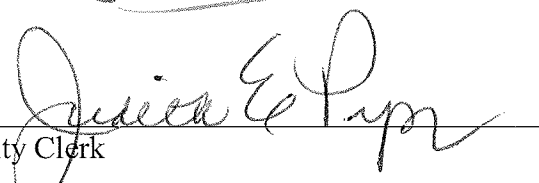
President _____ of the City Council

Approved by me this 23rd day of July, 2008.



Gregory J. Nickels, Mayor

Filed by me this 23 day of July, 2008.



City Clerk

(Seal)

Attachment 1: Memorandum of Understanding By and between City of Seattle, Seattle City Light And International Brotherhood of Electrical Workers, Local 77



**Memorandum of Understanding
By and Between
City of Seattle, Seattle City Light
And
International Brotherhood of Electrical Workers, Local 77**

RE: Power Dispatchers/Power Structure Mechanics

The following Understanding with respect to the Power Dispatcher and Power Structure Mechanic positions is by and between the City of Seattle and its Department Seattle City Light (hereinafter referred to as City), and the International Brotherhood of Electrical Workers Union Local 77 (hereinafter referred to as Union). Collectively they shall be referred to as the parties.

The parties have agreed certain contractual provisions or understandings will change to reflect agreed upon language surrounding the above mentioned classifications. For the Power Dispatchers the Memorandum of Agreement has been modified to reflect changes in work schedules and shift hours for appropriate coverage in the System Control Center (SCC). This will be considered part of the Collective Bargaining Agreement (CBA) between the parties. For the Power Structure Mechanics there will be changes to Articles 39 "Working Rules for Underground Construction", and Article 36 "Working Rules for Power Production Personnel". Those changes are shown in the attachments affixed hereto.

The parties have also agreed to certain wage adjustments for the referenced classifications. There will be an increase over the 2008 rate by 7% for the Power Dispatcher classification, and 10% for the Power Dispatcher Senior classification. There are a total of 24 employees affected by the rate increase. These adjustments are also reflected in the attachments affixed hereto.

There will also be a wage adjustment for the Power Structure Mechanic series. Effective with the signing of this understanding there will be a 6% increase for five (5) Power Structure Mechanic Crew Chiefs, and a 4% increase for thirteen (13) Power Structure Mechanics. The Power Structure Mechanic Crew Chief position will now become a working position in addition to its normal duties and assigned tasks.

This Memorandum of Understanding will remain in full force and effect until the expiration of the current CBA between the parties which expires on January 22, 2009.

For the City of Seattle

For the Union IBEW Local 77

Steven A. Jewell
Labor Negotiator

Joe Simpson
Business Representative

For Seattle City Light

Berle Hardie
Labor Relations Coordinator



ATTACHMENT A

12 HOUR SHIFT COMPONENTS

SCHEDULE

The schedule is a 10 week rotation (see Attachment D): for Distribution Dispatchers and 12 week rotation (see Attachment G) for Generation/Transmission Dispatchers. The Distribution Dispatchers schedule is divided into two 5 week periods. Each 5 week period schedules each dispatcher to work 200 hours. This averages 40 hours per week for each dispatcher. This 40 hour average is comprised of individual work weeks of 48, 42, 42, 36 & 32 hours each. The Generation /Transmission Dispatchers Schedule is divided into two 6 weeks periods. Each 6 week period schedules each Dispatcher to work 240 hours. This averages 40 hours per week for each Dispatcher. This 40 hour average is comprised of individual work weeks of 48, 42, 42, 36, 32 & 40 hours each. This is mutually agreed to schedule under Article 15.1 of the Agreement between the Department of Lighting, City of Seattle, and the International Brotherhood of Electrician Workers, Local 77, effective through January 22m-1994, 2009, herein after called the "Agreement". The schedule denotes the days and hours to be worked by each dispatcher. These hours will be worked without incurring contractual overtime unless the hours worked fall on a paid holiday (see Article 16.2). FLSA overtime will be incurred for all hours worked within the schedule in excess of 40 hours in a give workweek. FLSA overtime will be compensated for at one and one half times the regular rate of pay. Any hours worked that differ from these, either scheduled or non-scheduled, will be considered contractual overtime and compensated at twice the normal rate of pay.

Dispatchers rotating to fill Shifts A through F (see Attachment G)E and G through P (see Attachment D) will normally work the mutually agreed to schedule. These dispatchers will be allowed to change shifts amongst themselves under Article 40.241-2 of the Agreements.

The Dispatcher working Schedule ~~F, Relief/Scheduling, S and R, Relief~~, will be assigned this position ~~these positions~~ on a rotating bases. The rotation in this position will normally be for a 50 ~~or 60~~ week period. It will be filled by the Distribution Dispatchers, normally filling Schedules G through P and/or Generation/Transmission Dispatchers normally filling Schedules A through E. The dispatcher rotating out of the relief Relief/Scheduling position will assume the schedule (Shift G-P or A-F) of the dispatcher being assigned the Relief/Scheduling relief position.

Non-rotating dispatchers will normally work the days and hours indicated on the mutually agreed to schedule per this Letter of Agreement dated _____, 2007~~1992~~, here in after called the "Letter of Agreement". Days and hours of work for the Outage Dispatcher, Senior Scheduling Dispatcher, EMS-Liaison and the Assistant Power Dispatcher assigned to Scheduling may not be changed without incurring contractual overtime.

Relief Dispatchers, Scheduling/Relief Dispatcher, Dispatcher Trainer and Assistant Power Dispatcher positions may have their days and hour of work adjusted to cover vacations, training, sick leave and other absences. All hours worked by the dispatchers in these positions in the excess of 40 hours in a give work week will incur FLSA overtime. FLSA overtime will be compensated at one and one-half times the regular rate of pay. All hours worked by the dispatchers in these positions in excess of 200 hours in a formatted 5 week period or 240 hours in formatted 6 weeks period will incur contractual overtime.

All hours worked by the dispatcher in these positions in excess of 48 hours in a given workweek will incur contractual overtime and will be compensated at twice the normal rate of pay. Dispatchers in these positions will work the mutually agreed to schedule unless their schedule has been adjusted otherwise.

The 12 hour schedule as formatted calls for ~~15-16~~ dispatchers to rotate to cover the Transmission & Generation Desk and the North and South Distributions Desks on a continuing 24 hour basis. A second dispatcher is scheduled to work on the Transmission & Generation Desk Monday through Friday from 0600 through 1800. The schedule also provides each Generation/Transmission Dispatcher within the rotation 5 days of 4 hours to be scheduled for training and/or work assignments for each 12 week period.



~~...during the normal day shift hours. Normally this requires upgrading the Scheduling/Relief Dispatcher each Friday.~~
A dispatcher is scheduled to work the Line Service Desk Monday through Friday during the regular day shift hours on a rotating basis. These shifts shall be filled as shown in Attachment D. The schedule also provides each Distribution Dispatcher within the rotation 3 days each 10 week period to be scheduled for training and/or work assignments.



ATTACHMENT B

WORK RULES FOR 12 HOUR SHIFTS

WORK WEEK

The work week for all dispatchers will be from 0030 hours Saturday through 0030 hours next Saturday. Assistant Power Dispatchers will have an identical work week.

WORK HOURS

(0630 – 1830) 12 HOUR DAY SHIFT

Worked by dispatchers on the Transmission – Generation Desk and the North and South Distribution Desks.

(0700 – 1500) 8 HOUR DAY SHIFT

Worked by the dispatchers working as the Second Generation—Transmission Dispatcher, the Distribution Dispatcher on work assignments or training days, Service Dispatcher, Dispatcher Trainer (see Attachment F), Relief Dispatcher when working the mutually agreed to schedule, Relief/Scheduling Dispatcher, or day shift Assistant Power Dispatcher.

(0600-1400) 8 HOUR DAY SHIFT

Worked by the dispatchers working as the Second Generation – Transmission Dispatcher or Relief Dispatcher when working the mutually agreed to schedule.

(0700 – 1530) 8 HOUR DAY SHIFT

Worked by Senior Dispatchers assigned to Scheduling and Outage, EMS Liaison (see Attachment E) and the Assistant Power Dispatcher assigned to Scheduling Outage.

(1400 – 23200) 8 HOUR SWING SHIFT

Worked by the dispatchers working as the Second Generation – Transmission Dispatcher or Relief Dispatcher when working the mutually agreed to schedule.

(1500 – 2300) 8 HOUR SWING SHIFT

Worked by Assistant Power Dispatcher when working the mutually agreed to schedule.

(1830 – 0630) 12 HOUR NIGHT SHIFT

Worked by dispatchers on the Transmission – Generation Desk and the North and South Distribution Desks.

(2300 – 0700) 8 HOUR GRAVEYARD SHIFT

Worked by Assistant Power Dispatchers when required. This shift is included for the purpose of covering a 12 hour night shift with two person each working 8 hour shifts.

HOLIDAYS

Recognized Holidays are listed under Article 10.1 of the Agreement. When scheduled to work on any of these Holidays, the dispatcher will receive 8 hours pay plus one and one-half times their regular pay for the actual hours worked under Article 16.2 of the Agreement. Dispatchers not assigned to work on a recognized holiday will receive 8 hours Holiday pay. The dispatcher assigned to the Service Desk, the dispatcher on an 8 hour training day, and the second dispatcher assigned to Transmission/Generation, will not normally work on holidays. If a dispatcher is assigned to one of these positions on a holiday, they will be paid at the double time overtime rate. For accounting purposes, the holiday will begin with the start of the first shift scheduled, and end at the completion of the last shift scheduled on the actual holiday. The payroll system will prevent the loss of any benefits due to overtime being paid for hours worked that would normally be part of a standard work schedule.

POSTING OF SCHEDULES

The schedule will be posted in compliance with Article ~~40.221.2~~ of the Agreement. Any changes in the schedule after it is posted will require mutual agreement between the dispatchers involved and their supervisor. If a shift change has been initiated by the dispatcher, no overtime will be paid per section ~~40.241.2~~ of the Agreement. If a change has been initiated by management, all appropriate overtime will be paid per the Agreement.

SCHEDULED RELIEF

Assistant Power Dispatchers ~~and~~, Relief Dispatchers and Scheduling/Relief Dispatchers will be used to accommodate changes in the mutually agreed to schedule. Rotating Dispatchers may be upgraded to work Senior Dispatcher positions, but their days and hours of work may not be changed without their consent. In addition, no extension of a 12 hour shift shall be scheduled.

When dispatchers normally working 8 hour shifts are used for relief of a 12 hour shift, such shifts shall be scheduled in one of the following ways: 1) in even numbers so as to insure 200 hours of work in the 5 week period with no work days of less than 8 hours, 2) as an 8 hour shift with 4 hours of overtime, 3) using 2 dispatchers working 8 hour shifts that span the period of absence.

~~SCHEDULED TRAINING~~

~~Dispatchers scheduled to work an 8 hour swing shift may be assigned to work an 8 hour day shift to provide relief for dispatchers attending training and/or to attend training, per article 28.5 of the Agreement. The shift transfer will be posted in the schedule as per article 40.2 of the Agreement.~~

NON-SCHEDULED CHANGES

Non-scheduled relief for sick leave, etc. may be covered by using 2 dispatchers working 8 hour shifts that span the time required to cover the vacant shift, one dispatcher working an 8 hour shift plus 4 hours of overtime or by calling a dispatcher back from scheduled days off. No shift shall be changed to avoid the payment of overtime that would have been necessary had the shift not been change. Extending a 12 hour shift to cover emergencies shall be avoided.

SHORT CHANGES

Short changes between shifts should be avoided but will be acceptable under certain conditions. A relief dispatcher working an 8 or a 12 hour shift must have a minimum of 8 hours off before returning to work an 8 hour shift. A minimum of 10 hours off before returning to work a 12 hours shift will be required. No dispatcher shall work a shift that exceeds 16 hours.

ASSIGNMENTS TO 12 HOURS SCHEDULE

Dispatchers will be assigned to the 12 hour schedule by the bid method per Article ~~28.1441.2~~ of the Agreement. Per Article 41.2 of the Agreement, all dispatchers will be allowed to bid for vacant schedules. (i.e. A-F in Attachment G and A-E, G-P in Attachment D) in the rotation.

The transition into or out of the 12 hour schedule shall not result in the loss of pay by any dispatcher. The 12 hour schedule includes unbalanced pay periods. Any pay received for other than a 40 hour work week and/or any differences in annual salaries received by employees working this 12 hour schedule will not be considered as a loss of pay by the Power Dispatchers working the schedule.



ATTACHMENT C
RULES OF IMPLEMENTATION

DURATION

This Agreement becomes effective upon signing by all parties to the Agreement, as mutually agreed between Local 77, the Department, and the City.

These rules and/or agreement may be amended by mutual agreement between the Union, the Department, and the City. If mutual agreement cannot be reached on any desired changes, the Letter of Agreement may be terminated by any party at the end of the next defined 10 week rotation.

If it becomes necessary to terminate the 12 hours schedule, City Light and Local 77 will meet and discuss the terms and conditions of such termination. In absence of a mutual agreement otherwise, the Dispatchers will return to and continue on the 8 hour schedule that was in effect on May 1, 1990. This will occur at the end of a five week period of the 12 hour schedule that coincides with the end of a pay period. Any open assignments in the 8 hour schedule that have occurred while the 12 Hour Shift was in effect will be filled by the bid method per Article 40.2 of the Agreement.



Attachment "D"

	Week #1							Week #2							Week #3							Week #4							Week #5						
	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
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NON-ROTATING
Relief Dispatcher 0700 - 1500
College Dispatcher 0700 - 1500

DISTRIBUTION
Day Distribution 0630 - 1830
Night Distribution 1830 - 0630
Training Day 0700 - 1500
Service Dispatcher 0700 - 1500



Article 36. WORKING RULES FOR POWER PRODUCTION PERSONNEL

36.XX The Power Production Power Structure Mechanic Crew Chief shall be a working Crew Chief.

 The Power Production Power Structure Mechanic Crew Chief shall Supervise no more than 12 persons.



Article 39. WORKING RULES FOR UNDERGROUND CONSTRUCTION
CREWS

- 39.1 Power Structure Mechanic shall operate construction equipment in excavation – backfilling of ditches and trenches of underground facilities.
- 39.2 Power Structure Mechanic shall act as leadworker in the absence of the Power Structure Mechanic Crew Chief, in the construction of transformer vaults, manholes, all nonmetallic conduit runs and installations of pre-cast transformer vaults, manholes and handholes. These crews may install the metal pre-fabricated 90 degree bend at the base of the pole, together with the first length pipe up the pole. No permanent attachments will be made to the pole nor will these crews bend steel pipe.
- 39.3 Power Structure Mechanic Crew Chief shall supervise only and shall not be permitted to use tools except in the case of emergency, or when the Underground Construction Crew numbers five (5) or less, the Power Structure Mechanic Crew Chief shall be a working Crew Chief.
- 39.4 The Power Structure Mechanic Crew Chief shall coordinate and supervise the layout of all excavations for distribution and Power Production. This does not preclude the use of contractors
- 39.5 The Power Structure Mechanic Crew Chief shall coordinate and dispatch the crews to be used for the sole purpose of hazardous material response, and the cleanup of PCB, and Non PCB oil, and all hazmat related operations within the Seattle City Light distribution area excluding Service Centers. It is recognized that first response can be done by others.
- 39.6 A qualified Seattle City Light Power Structure Mechanic Crew Chief may be assigned to review at appropriate intervals, during construction and prior to the acceptance by City Light, all civil and mechanical installations that will be owned by Seattle City Light. This work shall be done in coordination with the electrical reviewers.
- 39.7 The Power Structure Mechanic Crew Chief shall supervise the work of underground construction crews of up to no more than seventeen (17) persons.



Attachment "E"
Wage Rates

Wage rates shall be established for the titles below, effective as of the final date of signature of the Memorandum of Understanding by and between City of Seattle, Seattle City Light and International Brotherhood of Electrical Workers, Local 77 RE: Power Dispatchers/Power Structures Mechanics.

The salary schedule in the collective bargaining agreement shall be amended to replace the existing "Percentage to 100%" values (wage alignment between job titles) with the values enumerated below.

<u>Title</u>	<u>Step 1</u>	<u>Percentage to 100%</u>	<u>Step 2</u>	<u>Percentage to 100%</u>	<u>Step 3</u>	<u>Percentage to 100%</u>
Power Dispatcher	\$40.61	119.86%	\$42.05	124.11%	\$43.51	128.42%
Power Dispatcher, Senior	\$49.19	145.19%	-	-	-	-
Power Structures Mechanic	\$31.32	92.44%	-	-	-	-
Power Structures Mechanic Crew Chief	\$35.91	106%	-	-	-	-



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/4-7874 Sarah Butler/4-7929	Karl Stickel/4-8085

Legislation Title:

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77; establishing wage adjustments to certain job titles; and providing payment therefor.

- **Summary of the Legislation:**

This legislation authorizes the execution of a Memorandum of Understanding between the City of Seattle and the International Brotherhood of Electrical Workers, Local 77 ("Local 77"), which amends working rules in the current collective bargaining agreement between the parties, and increases hourly compensation for certain titles represented by Local 77.

The Memorandum of Understanding provides for several changes to working rules for Local 77 members in City Light's System Control Center and Civil Construction Division. The practice of paying overtime to Senior Power Dispatchers to manage shift transitions shall be eliminated. Work rules for the Power Structures Mechanic classification series shall be changed to allow more flexibility within work assignments and crew structure, and the body of work for the Power Structures Mechanic Crew Chief title shall change to become a working crew chief. Finally, the Memorandum of Understanding provides for a wage increase of seven percent (7%) to Power Dispatchers, ten percent (10%) to Senior Power Dispatchers, four percent (4%) to Power Structures Mechanics, and six percent (6%) to Power Structures Mechanic Crew Chiefs. The cost of wage increases are fully offset by savings realized by reduction of overtime hours, and straight time pay resulting from negotiated working rule changes described above.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

Several years ago, City Light identified a need to modify work scheduling practices and body of work for certain job classifications represented by Local 77, in order to manage workload more efficiently and reduce overtime hours and associated costs. Unable to come to an agreement during the last round of bargaining for the 2006 – 2009 collective bargaining agreement, the parties continued to negotiate. The two parties finally came to an agreement and signed the Memorandum of Understanding in April of 2008.

- *Please check one of the following:*

X **This legislation does not have any financial implications.** *(Stop here and delete the remainder of this document prior to saving and printing.)*

Increases to employee wages will be fully offset by savings realized by reduction of overtime hours, and straight time pay resulting from negotiated working rule changes.